38.3 Extra-Compensation

In accordance with University policies and procedures, faculty members teaching during the summer and intersessions may accumulate funds in a special departmental account to be used by the faculty member for legitimate business expenses, with approval of the Department Head. The University agrees to review in an expedient manner the process for the transfer of funds from the faculty member's special departmental account in order to streamline the process and reduce the amount of paperwork required for transfer.

ARTICLE 39

COMPENSATION FOR THE DEVELOPMENT OF ONLINE COURSES

39.1 The Parties agree with regard to the development of online courses for extra compensation, as follows:

A. The **Online Course Development and Intellectual Property Agreement** ("Online Course Development Agreement") (See Appendix C) shall be in force until the expiration of the Parties' master collective bargaining agreement.

i. In order for an UConn-AAUP bargaining unit member to receive extra compensation for development of an online course, he/she must execute the Online Course Development Agreement. Minimum compensation for developing an on-line course shall be $7,500.

ii. The University acknowledges that the "right of first refusal" contained in the Online Course Development Agreement means that during each term or session, the developer shall be given the first opportunity to instruct all sections of the course to be taught using the course materials he/she developed, provided that the teaching of such sections does not cause the developer to exceed his/her maximum earnings limitation (i.e. 12/12ths). If the developer declines to teach the course or any section of the course, or if the teaching of an additional section of the course will cause the developer to exceed his/her maximum earnings limitation, the course materials may be used and/or adapted by another instructor without further compensation to the developer. Nothing in this Agreement shall be construed as requiring the University to offer an online course using the developer's materials during any term or session.
B. For team developed courses (e.g. courses developed by two or more UConn-AAUP bargaining unit members):

   i. All members of the developing team shall be required to sign the Online Course Development Agreement.

   ii. The developing team shall reach an agreement regarding the allocation of compensation paid by the University for development of the course. The University reserves the right to determine the total compensation paid for development of the course.

   iii. The developing team shall reach an agreement concerning the rotation or other schedule for the application of the "right of first refusal" to use the developed course materials described in the Online Course Development Agreement.

C. The University agrees that it will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. Any licensing, sale or transfer of the course shall require written consent from the developer(s) and any authors of copyrighted works included in the course.

39.2 The Parties further agree that the teaching of an online course during the traditional academic year (e.g. Fall and Spring semesters) shall be considered part of the faculty member's workload.

ARTICLE 40

DURATION OF AGREEMENT

40.1 This agreement shall be in full force and effect from July 1, 2017 through June 30, 2021.

40.2 The parties may, by mutual agreement, extend the life of this agreement beyond its expiration date for a period not to exceed two years.